

REQUEST FOR PROPOSAL

**Integrated Electronic Licensing System for
Hunting and Fishing**

From the Louisiana Office of Technology Services

On behalf of the

Louisiana Department of Wildlife and Fisheries



File Number: WLF30

Solicitation Number: 3000006225

Proposal Opening Date: September 27, 2016

Proposal Opening Time: 10:00am CDT

**State of Louisiana
Office of State Procurement**

August 8, 2016

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REQUEST FOR PROPOSAL FOR

Integrated Electronic Licensing System for Hunting and Fishing

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Louisiana Department of Wildlife and Fisheries (LDWF) is responsible for issuing hunting and fishing licenses in Louisiana and for the collection of corresponding fees.

The Division of Administration Office of Technology Services currently provides Information Technology and Project Management support for various initiatives throughout the Department of Wildlife and Fisheries and will work with LDWF on this project.

LDWF began its first electronic system, traditional Point of Sale (POS), in September 1999. The current Integrated Point of Sale (IPOS) system became functional in August 2006. The sale of licenses to the public is currently managed via IPOS terminals using a central computer system at the Contractor's facility. Presently this is fulfilled by a service contract that will expire January 31, 2017.

Currently, the system supports personal computers with internet connections. The current service contractor owns the equipment and supplies. License Vendors use the equipment at their place of business. The service contractor is responsible for providing, either directly or through outsourcing, all services to enable these license vendors to issue licenses using the equipment, including all expendables, as well as complete license vendor training, help and support on a 24X7 basis via a toll-free telephone line and the internet. Licenses purchased over the telephone are printed and mailed to the purchaser by service contractor. Licenses purchased via internet and mobile device are printed immediately or saved by customer to their mobile device.

LDWF currently has participation from over 800 license vendors who sell licenses across the State. The license vendors retain a portion of the license fee as a commission in accordance with Louisiana Revised Statute 56:103.F. The awarded Contractor will be considered the license vender for all internet sales, and will receive a commission.

The System currently stores approximately 2 million client records, with more than 5.5 million related transactions, and in excess of 10 million licenses. LDWF issues about 2.5 million Licenses annually with daily averages of approximately 6850 transactions. Many people buy more than one (1) kind of license each year, with the total number of annual customers equal to approximately 800,000. More than one (1) type of license may be purchased at the same time; each is printed as a line item on a license document. (See **Attachment IV** for a listing of all the Licenses currently available). With the exception of the Lifetime Licenses, all Licenses are valid only for the License Year of purchase. Except for the all-inclusive Lifetime License, Senior License and Sportsman's Paradise License and other "all inclusive" licenses, privileges are 'stacked' on the basic hunting license and the basic (also known as the freshwater) fishing license. Persons who are (1) under sixteen (16) years of age, or (2) were born before June 1st, 1940, may purchase recreational gear licenses without purchasing a recreational fishing license.

In addition, persons who were born before June 1st, 1940, may opt to purchase a Senior License” even though it is not required. There are several License types that require that a determination of eligibility be made by Agency staff prior to issuance. These Special licenses are issued from LDWF headquarters only and printed immediately. In the case of Lifetime Licenses, a batch file is sent back to the Agency for preparing the plastic license cards. License issuing activity is not uniform over the year; there are sharply higher peak periods, especially between June 1st and July 15th for fishing licenses, and August 15th through October 31st for hunting licenses. Peak period throughput capability is approximately 50,000 transactions per day. Most license types are available for purchase June 1st of each year through May 31st of the following year, with an expiration date of June 30th of each year, while Charter Guide, Mother Ship and “charter” related licenses are available beginning November 15th each year through November 14th of the year following and have an expiration date of December 31st of each year.

LDWF is responsive to its customers’ needs and strives to provide courteous and efficient services to the public. The Agency’s focus is to provide licensing services that are cost-effective and user friendly, communicate policy and standards that serve the consumer and public interests, enable the auditing of all transactions and support law enforcement with Agency data required for enforcement programs.

In support of the mission and in an effort to maintain the highest quality services for its customers, the Agency seeks an experienced firm to provide a licensing system that will have the ability to generate, manage and maintain data regarding hunting and fishing licenses.

To achieve cost savings, the system must be sustainable and supportable, timely and responsive to initiatives, and meet customer expectations for service delivery, including demand for electronic payment and other electronic information exchange.

Proposers should develop their responses to anticipate a few days of very heavy license issuing demand during each Recreational License Year. At these times, the demand could exceed ten thousand (10,000) licenses per hour.

Proposers are cautioned to develop their responses knowing that the Agency does not know the exact number of transactions that will be processed in any license year. The volume counts reported herein are for informational purposes only. Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the term of the contract.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 (formerly 39:1593.C – Amended by Act 864 of the 2014 Regular Session) from bona fide, qualified Proposers who are interested in providing a turnkey system to the Agency for the issuance of hunting and fishing licenses, and who are qualified to provide an Electronic Licensing System and related services in a governmental setting in compliance with the requirements reflected herein, for which they as Contractor will be paid on a per-privilege processed basis. The proposed system shall allow small business owners in remote areas to participate as license vendors, and shall not require the Agency to incur additional expense, increase its employee headcount or acquire new equipment as consequences of the implementation of the Contractor's system.

1.1.2 Goals and Objectives

LDWF desires to implement an affordable, user-friendly system for processing and managing electronic licenses and related deer/turkey tags, lottery applications, permits, and boat renewals, which will make it easy and convenient for customers and stakeholders to purchase licenses and will enable the Agency to serve these users quickly and effectively. Proposers should provide a solution that ensures vendor accessibility and provides opportunities for the broadest possible participation of vendors across geographic areas and business sectors.

LDWF intends to continue the offering of a comprehensive electronic license system that meets the needs of the Agency, license vendors and the license holding public.

The electronic license system shall meet at a minimum the following demands and interests.

a) For the license vendor, (total vendors are approximately 950) the system shall be easy to use and shall provide connectivity for approximately 550 vendors with dedicated POS devices that connect to the real-time, centralized system via standard, voice-grade telephone lines dialing a toll-free number provided by the Contractor at Contractor's expense.

The devices must be capable of standard POS industry transmission rates that can effectively and consistently utilize standard telephone service to transmit the required data in real time. The system shall allow license vendors to use one (1) phone line for the POS system as well as other in-store functions such as fax, credit-card machines, and/or as their primary voice line. LDWF anticipates the data communication on this equipment to be minimal, thus allowing multiple use of the telephone line. At least a portion of vendors (approximately 400) are able to use a PC and an Internet connection to connect to the real-time, centralized system. Vendors who use an internet based PC to connect to the host shall be required to provide their own broadband connection.

b) For LDWF, the system shall be fast, easy to use, cost effective, and shall provide required reporting, complete accountability, security, audit functionality, control of sales and maintain data about the licenses and related permits, lottery applications and deer/turkey tags issued and the holders thereof. All new and historical data from all transactions shall be stored in a single database with consistent file layout and field descriptions. All revenue collected for LDWF shall be remitted or transferred based on the LDWF approved time schedule (mutually agreed between both parties during system design phase), to LDWF by electronic means to the current State bank utilized by the State of Louisiana.

c) For the license-holding public, the electronic license system shall make available all applicable license types at all license vendor locations, all the time, and make acquisition of all licenses, permits, lottery applications, and game tags quick and easy, with minimal need to interact with the Agency in person.

1.2 Definitions

A. 24x7- The system operates continuously - twenty-four (24) hours per day, seven (7) days per week, every day of the year, except when regular maintenance is performed at times that do not impact effective use and approved by LDWF.

B. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.

C. - Automated Clearing House (ACH) - An electronic network for financial transactions in the United States. ACH processes large volumes of credit and debit transactions in batches. ACH credit transfers include direct deposit, payroll and vendor payments.

D. Business Hours - 7:00 AM to 6:00 PM, Central Standard Time, Monday through Friday.

E. Can - The term "can" denotes an advisory or permissible action.

F. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.

G. COTS – Commercial off-the-shelf is a term used to describe the purchase of a software solution that is a standard manufactured solution rather than 100% customized software.

H. Customer – Person or organization that buys, interacts, or acquires goods and services from the Louisiana Department of Wildlife and Fisheries.

I. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

J. DOA – Division of Administration

K. – Duplicate License – Licenses that are replacements and have to be re-issued.

L. Harvest Information Program ("HIP") – Survey to collect migratory bird information for use by the U. S. Fish and Wildlife Service. Information for the HIP survey is located at www.fws.gov/hip/. These surveys are not considered for billing purposes, except when the HIP certification is the only privilege issued during a transaction that results in a license document.

M. Integrated Electronic Licensing System - A complete automated system to process, store, and manage the information gathered during the issuance of LDWF permits/licenses and account for the funds received and paid during this process. The system shall include but not be limited to, counter-based vendor sales, internet sales, and mobile sales.

N. LDWF – Louisiana Department of Wildlife and Fisheries

O. License - Any license, permit, or tag issued to grant the privilege of recreational use and enjoyment of the wildlife and fisheries resources of the State, including hunting, fishing, and charter fishing operations. None of these licenses are renewable; upon expiration, it is necessary to purchase a new license, except Lifetime Licenses, which expire at death. Valid licenses may be re-issued on the electronic POS system. These re-issued licenses are referred to as 'duplicate licenses'.

P. License Stock - The material upon which licenses are printed.

Q. License Vendor - A business or government office that has contracted with the Agency to sell Licenses for the Agency.

R. May - The term “may” denotes an advisory or permissible action.

S. Mothership - A commercial license that is issued to an individual for a vessel that can carry skiffs.

T. Must - The term “must” denotes mandatory requirements.

U. OSP – Office of State Procurement

V. OTS – Office of Technology Services

W. PC – Personal computer

X. Per-privilege - Each License type that is acquired during a single transaction. For example: purchase of basic hunting and basic fishing on the same license would equal two (2) privileges, the re-issue of one (1) or more privileges already purchased for a specific license year (duplicate license), or Boat and Commercial Renewals issued successfully.

Y. POS - 'Point of Sale', a term used to denote that a good or service is sold electronically, paid for and delivered to the customer at the place of purchase.

Z. POS Terminal Set - All of the devices that enable a license vendor to issue licenses on the system.

AA. Privilege – Each type of license (i.e. Basic fishing license and a Basic Saltwater license equals two privileges, etc.)

AB. Privilege Year - The period for which a license is available for sale. For most licenses this is the period beginning every June 1st and ending on May 31st of the subsequent calendar year. The State's fiscal year is the twelve (12) months starting July 1st and ending June 30th of the subsequent calendar year. With the exception of Lifetime Licenses (valid until death) most licenses expire at the end of the fiscal year.

AC. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

AD. Real-time - Connected to and working directly with up-to-date databases with no significant delays in passing data either to or from the host.

AE. Recreational Gear Licenses– A type of gear license such as used by recreational fisherman and is outlined at <http://wlf.la.gov/licenses/fishing> under the Recreational Gear Licenses section.

AF. Response Time – The elapsed time which begins when a user request is received by the system and ends when the system delivers information to the user.

AG. RFP – Request for Proposal

AH. Shall – The term “shall” denotes mandatory requirements per La. R.S. 39:1556(52).

AI. Should – The term “should” denotes a desirable action.

AJ. Special License - Includes any license for which a determination of eligibility must be made by Agency staff prior to issue, including Lifetime License, Disabled License, College Student License, Black Bass Tournament License and Outdoor Press License.

AK. State- The State of Louisiana.

AL. Training Mode - A way the electronic POS system can be operated to demonstrate or simulate the issue of Recreational Licenses, including the printing of sample licenses that are clearly marked as void and invalid, but without recording the license(s) or updating the database in any way.

AM. Transaction - The process which begins when a user first connects to the system, includes all necessary validation and collection of payment and ends with the electronic delivery of the requested license(s), permit(s), tag(s), receipt for lottery application, or registration to the initiating user. A user connection that is ended by the user before collection of payment or by the system due to user inactivity is not a Transaction. Neither Voiding Transactions nor Training Mode activity shall be recorded as transactions.

AN. Up-front - Incurred and/or billed before the full implementation and successful operation of the electronic POS system.

AO. USFWS – United States Fish and Wildlife Service

AP. Voiding Transaction - A License Vendor shall be able to cancel a previously entered Transaction according to the business rules of the Agency.

AQ. Web-based - Using the World Wide Web, the Internet, and internet-based technologies, state-of-the-art and fully accessible by using standard web-browsers, including but not limited to Internet Explorer, Google Chrome, Safari, Firefox, etc.

AR. Will – The term “will” denotes mandatory requirements.

1.3 Schedule of Events

Event	Date	Time (CT)
1. RFP mailed to prospective Proposers; posted to LAPAC; and Blackout Period begins;	August 8, 2016	
2. Non Mandatory Pre-Proposal Conference - Louisiana Room at the Wildlife and Fisheries Building, 2000 Quail Dr., Baton Rouge, LA 70808. See Section 1.7.1 for details.	August 22, 2016	10:00 AM
3. Deadline to receive written inquiries	September 2, 2016	
4. Deadline to answer written inquiries	September 13, 2016	

5. Proposal Opening Date (Proposal Submission Deadline)	September 27, 2016	10:00 AM
6. Oral discussions with Proposers, if applicable	To be Scheduled	
7. Notice of Intent to Award to be mailed	To Be Scheduled	
8. Contract Initiation	To Be Scheduled	

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in Section 1.7.2 of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.** Fax or email submissions are not acceptable.

Important - - Clearly mark outside of envelope, box or package with the following information and format:

- X **Proposal Name: Integrated Electronic Licensing System for Hunting and Fishing**
- X **File Number: WLF30, Solicitation Number: 3000006225**
- X **Proposal Opening Date and Time: September 27, 2016 at 10:00 A.M. CT**

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Procurement
P. O. Box 94095
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State

Procurement must receive the proposal by the date and time specified in Section 1.3 Schedule of Events.

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Procurement
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State. The cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy**

of the resolution, certification or other supportive documents should be attached to the Cover Letter.

3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
 - C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.
 - D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.
 - E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
 - F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
 - G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with the Price Schedule, **Attachment III**. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State. Financial Proposals should be submitted separately from the Technical Responses.
 - H. **Definitions:** Include a definition of all terms, abbreviations and acronyms used in your proposal. The definition of any term expressed elsewhere in this document shall not be changed by the Proposer.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Seven (7) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6) and two (2) “searchable” electronic copies and one (1) redacted copy of the proposal on a CD or USB flash drive.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The cost proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted

copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy of its proposal on a flash drive or CD. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers shall be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential," the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at 10:00am CT, August 22, 2016, in the Louisiana Room at the Wildlife and Fisheries Building, 2000 Quail Drive, Baton Rouge, LA 70808. Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one (1) duly authorized representative attend the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions via an Addendum to this RFP.

1.7.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation should be delivered to the State's contact person for this solicitation, Susan Holcomb, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement
Attention: Susan Holcomb
P. O. Box 94095
Baton Rouge, LA 70804-9095

1201 North Third St.
Claiborne Bldg., Suite 2-160
Baton Rouge, LA 70802

E-Mail: susan.holcomb@la.gov

Phone: (225) 342-8047/ Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal.

Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.8 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.10 Performance Bond

NOT REQUIRED FOR THIS RFP.

1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five (5%) percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.16 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

1.17 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements.

Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal. (See **Attachment I**, Certification Statement)

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

1.25.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate or commit the State to enter into a contract.

1.26 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.27 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in **Attachment II** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8047 or E-mail to susan.holcomb@la.gov.

1.30 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see **Attachment VIII Insurance Requirements**). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment VIII** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor. The Agency shall reserve the right to request copies of subcontractor's Certificates at any time.

1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the

possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.34 Payment

1.34.1 Payment for Services

The Contractor shall invoice LDWF monthly for all per privilege fees due for the previous month and shall collect a Processing fee from the customer at the time of purchase through Internet sales. The amount of the fee shall be in accordance with **Attachment III Price Schedule**. In addition, the Contractor shall receive a commission in accordance with Louisiana Revised Statute 56:103.F for the purchases through Internet sales.

Contractor may not charge any additional fees to the LDWF or its customers beyond what is defined in this section.

PER-PRIVILEGE FEE

For the purpose of compensating the Contractor for services provided as fulfillment of this RFP, the per-privilege fee is defined as:

The fixed per-privilege fee for completing a valid (i.e. sales minus voids) transaction via any channel using the Contractor's system. Contractor shall invoice LDWF for this payment on a monthly basis.

HOURLY RATE FOR ADDITIONAL DEVELOPMENT

In the event additional software development is required except as provided for in Sections 2.1(f) and 2.4.1(B), the cost will be at the hourly rate as defined in **Attachment III** based upon a mutually agreed upon set of requirements and estimated number of hours between the LDWF and the Contractor. Contractor shall invoice LDWF for this payment on a monthly basis upon successful completion of the agreed upon requirements.

ADDITIONAL FEES

Internet Sales

For the purposes of compensating the Contractor for services provided in response to this RFP, a "processing fee" associated with sales made via the Internet are defined as:

In addition to the per-privilege fee, the Contractor may collect processing fee from the customer for each valid transaction through the Internet sales channels.

The processing fee associated with internet sales shall be expressed as a flat fee. (See **Attachment VII** for most recent 3-year Internet sales).

LDWF shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment III**. The Contractor shall invoice the State monthly at the billing address designated by the State. Payments will be made by the State within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

The Contractor shall have sole responsibility for all payments due any sub-contractor. LDWF shall not incur any up-front or continuing equipment or system development direct costs. The LDWF shall not be responsible for communication costs that may occur as a result of the connections between the license vendor and the Contractor or the Contractor and LDWF customers (e.g. Costs for 1-800 numbers.) Proceeds from the sale of licenses via internet shall be returned to LDWF weekly by Automated Clearing House (ACH).

1.34.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

1.34.3 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), EVP method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Attachment IX Electronic Vendor Payment Solution** for additional information regarding electronic payment methods.

1.35 Termination

1.35.1 Termination of the Contract for Cause

The State may terminate the contract resulting from this RFP for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.35.2 Termination of the Contract for Convenience

The State may terminate the contract resulting from this RFP at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3 Termination for Non-Appropriation of Funds

The continuance of the contract resulting from this RFP is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.36 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department Wildlife and Fisheries and the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.42 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract resulting from this RFP, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S.

39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.46 Claims or Controversies

Any claims or controversies arising out of the RFP and eventual contract shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.47 Proposer's Certification of No Federal Suspension or Debarment

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

1.47.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

1.47.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.48 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.49 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

1.50 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.51 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

1.52 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.53 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.54 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.55 Commissioner's Statements

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a

conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

1.56 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

1.57 Contractor's Cooperation/Close-Out

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if the Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

1.58 E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the Contract.

1.59 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

1.60 Key Internal Control Outsourcing

The State of Louisiana /Department of Wildlife and Fisheries will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for the user agency is operating properly. The assurances provided by the Contractor may be in the form of SOC reports resulting from independent SSAE 16 reviews of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), or other internal project/ program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 16 review or audit is required of the contractor, an audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 16 audit is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

LDWF desires to implement an affordable, user-friendly, fully hosted, COTs system for processing and managing electronic licenses and related deer/turkey tags, lottery applications, permits, and boat renewals, which will make it easy and convenient for customers and stakeholders to purchase licenses and will enable LDWF to serve these users quickly and effectively. This system must be fully operational within six (6) months after contract approval. Proposers should propose a solution that insures vendor accessibility and provides opportunities for the broadest possible participation of vendors across geographic areas and business sectors.

The LDWF is seeking to continue with an integrated, electronic, "turn-key" licensing system that ensures vendor accessibility and provides opportunities for the broadest possible participation of vendors across geographic areas and business sectors. The Contractor shall be responsible for the development of the software, deployment and installation of all hardware (except when a license vendor who opts to use a PC will provide the PC hardware), software and necessary network components, and administration, maintenance, and support of the completed system. The system shall use technology that is real-time, shall operate 24 x 7, and shall meet or exceed the requirements in this RFP.

The Proposer's proposal response shall give detailed responses to all the requirements and not just answer yes and no.

This electronic POS system shall satisfy the following minimum requirements:

- a) The System shall operate from a central database, and also allow for real-time data access and reporting.
- b) The Contractor shall secure, protect and backup the database, including use of redundant off-site storage and replicate all data in the contractor's database to LDWF's server at least daily, or as needed. There shall also be a secondary database or data warehouse maintained at a second location, a minimum distance of 100 miles from primary data center. All subsystems shall have redundant counterparts that ensure no single point of failure at any point in the transaction process.
- c) The Contractor shall accept, store and maintain a single database of all license and permit information, including historical data, and lottery applications, including that provided at implementation by LDWF and from all Transactions generated subsequently. This requires converting existing data into a single database that will contain all data with a single set of tables, fields and format.
- d.) The System shall adequately process approximately 2 million license privileges annually consisting of approximately 800,000 customers and 10 million historical license records, and must provide a stable, scalable POS System for use by LDWF staff, license vendors, and customers. (See **Attachment IV** for a list of licenses and 3-year average sale volumes)

e) The system shall be easy to use and shall provide connectivity for approximately 550 vendors with dedicated POS devices that connect to the real-time, centralized system via standard, voice-grade telephone lines dialing a toll-free number provided by the Contractor at Contractor's expense.

The devices must be capable of standard POS industry transmission rates that can effectively and consistently utilize standard telephone service to transmit the required data in real time. The system shall allow license vendors to use one (1) phone line for the POS system as well as other in-store functions such as fax, credit-card machines, and/or as their primary voice line. LDWF anticipates the data communication on this equipment to be minimal, thus allowing multiple use of the telephone line; A portion of vendors (approximately 400) are able to use a PC and an Internet connection to connect to the real-time, centralized system. Vendors who use an internet based PC to connect to the host shall be required to provide their own broadband connection.

f) The System shall be flexible and responsive to making mandatory changes for legislative mandates, LDWF staff and license vendor requests. Although the Electronic POS system that the LDWF is seeking shall be designed primarily to issue licenses, permits, game tags, and lottery applications, it shall have enough flexibility built in to its design so that, at the option of the LDWF, it could easily be enhanced to include scheduling of online and in-person courses for hunting and boating education classes with retention of the certification data at no additional cost to the State.

g) The System shall maintain system reliability (under normal workloads and be robust enough to handle peak workloads without noticeable performance delays), availability, access, user friendly, and with an interface that is fast and easy to use by all authorized users.

h) All data captured and held by the Contractor shall remain available for audit, tracking, and accountability purposes for a period of at least five (5) years after final payment.

i) The System shall be adaptable to LDWF business rule changes and the addition of new documents (i.e. audit reports, fiscal related information, etc.)

j) The System shall be secure and proactively provide enforcement capabilities to prevent fraudulent activities of all kinds.

k) The System shall record and identify all data changes generated by the system and/or programmers, including identifying person(s) administering changes to programming and business rules. These changes shall be tracked and be readily accessible to the State. The Contractor shall have in place policies and procedures to ensure that all changes made by its personnel are reviewed and approved by the State and other Contractor personnel prior to implementation. In addition, State personnel shall receive electronic notification whenever changes are implemented.

l) The System shall be able to sell duplicate licenses according to LDWF business rules and record which licenses have been duplicated.

m) The Contractor shall supply and maintain approximately 550 POS Terminal Sets and ship additional units to License Vendors when needed. Contractor shall maintain a "spare pool" of electronic terminals sufficient to replace the terminals that are damaged or irreparable in less than forty-eight (48) hours.

- n) The Contractor shall program the POS Terminal Sets to dial a toll-free telephone connection to the Contractor's system, and provide the toll-free service at no additional cost to the State or license vendor.
- o) The System shall allow the License Vendor to operate a POS Terminal Set in a fully functional Training Mode that does not update the live, operational data.
- p) The System shall allow the License Vendor to cancel/void/reverse a transaction within a short duration of time after a license transaction has occurred at the electronic POS system. The System shall maintain a record of all cancel/void/reversed transactions.
- q) The System shall make all data in the Database available by query to authorized representatives of LDWF on an on-line, real-time 24 x 7 basis.
- r) The System shall allow LDWF to remotely administer the POS Terminal Sets, including restricting License types available, and allow for suspension and reinstatement of License Vendors.
- s) The System shall allow LDWF to restrict the issue of Special Licenses to certain POS Terminal Sets. (i.e. student licenses, disability licenses, military, etc.)
- t) The System shall allow LDWF to issue Lifetime Licenses by printing on plastic cards on-demand and the reporting of daily transactions for Lifetime Licenses.
- u) The System shall allow a customer to apply for a duplicate Lifetime and other Special licenses at license vendor locations. This will include printing a "receipt" of the Lifetime License and other Special License applications at POS. In addition, the system shall provide a daily file for printing on demand of the actual duplicate Lifetime License and other Special Licenses at LDWF locations.
- v) The System shall validate all Transactions in real-time, including interfaces to other State databases (i.e. Driver's Licenses, Civil Fines and Boat, Commercial Renewals, etc.). The State will provide access to the Agency databases, but the Contractor should identify their preferred way to access this information.
- w) The System shall prompt the license purchasers for HIP Survey information such as required by the U.S. Fish and Wildlife Service's (USFWS) Harvest Information Program ("HIP"), and store the purchaser's response in the single database. The survey is at no cost to the customer regardless of their method of acquisition (Internet or in-person). This is considered a billable privilege only when issued as a selected privilege during a license sale, not when issued as a "piggy-back" with hunting privilege. The system shall provide a file of survey information to USFWS on behalf of LDWF each 1st and 3rd Wednesday of each month or as otherwise required by USFWS.
- x) The System shall capture and store license buyer and sales data at the time of the Transaction, and provide storage of all Transaction data.
- y) The Contractor shall protect and secure all data obtained through or used in relation to the contract whether stored or not, using state-of-the-art security software. All customer related data transmitted via public internet shall be encrypted.

z) The System shall assign sequential transaction numbers for each transaction and ensure that the same number is not duplicated. All transactions shall be assigned a transaction number that shall be auditable, including canceled, voided, or reversed transactions.

aa) The System shall assign a sequential identification number to each new customer and ensure that the same number is not issued to different persons or duplicated. Customer identification numbers that are assigned in existing data may not be reused.

bb) The System shall print license documents on License Stock at POS when purchased at the POS.

cc) The System shall transfer revenue collected by the License Vendors to the State based on the LDWF approved time schedule, by ACH debit, and enable the State to query the status of these ACH debits by using personal computers. The System shall notify State, by electronic means, of any License Vendor accounts that fail to transfer funds by ACH debit and enable the State to retry ACH debit immediately and/or post manual payments for failure. The affected reports shall be appropriately updated to account for these actions.

dd) The System shall provide accounting capabilities for multiple fund distributions utilizing both percentage of and defined dollar amount of total license fee. The system shall provide all necessary end of fiscal year financial reporting (i.e. by privilege/by fund, privilege totals, etc.).

ee) The Contractor shall provide License Vendors and POS Terminal Set service and support, including call-in help.

ff) The System shall deliver LDWF messages to the POS Terminal Sets electronically. The Proposer should identify how this will be accomplished.

gg) The System shall deliver software changes and upgrades to the POS Terminal Sets electronically. The Proposer should identify how this will be accomplished.

hh) The System shall maintain a log of all changes to customer and vendor accounts, and provide statistical and other system reports as required by the State.

ii) The POS System shall include an automated ZIP code validation to complete the city and state fields when a valid ZIP code is entered.

jj) The System shall provide for the collection of address information for customers who reside outside the continental United States, which includes the country of residence.

kk) The System shall provide for collection and updating of address changes through all sales channels, update the customer record, and provide tracking of the change origination.

ll) The System shall provide a method of combining records for the same customer with multiple LDWF IDs under a single LDWF ID# and provide a seamless display of all LDWF ID's that have been combined, while retaining a history of all actions that have occurred in the record(s) without loss of any customer data.

mm) The Contractor shall, design, develop, test, and maintain an Internet sale site that is designed to be user-friendly, with a graphical user interface, assisted data entry, automatic population of fields with known data, improved processing and 24x7, 365 days a year, including State holidays, availability. This web-based internet sales site shall offer users the opportunity to

purchase most licenses (excluding special licenses) and renew boat registrations and commercial licenses.

nn) The Contractor shall conduct all activities following all applicable State and Federal laws, policies and procedures.

oo) The Contractor shall provide for collection of the hunter education certification number for all hunters that are born September 1, 1969 or later. If a hunter education number is not provided, then "Restricted" shall be printed on the hunting license.

pp) The Contractor shall provide game tags through all sales channels to customers who purchase "big game" licenses and turkey stamps. Each big game or "all inclusive" license shall initiate the issuance of six (6) tags for deer and each turkey stamp or "all inclusive" license will initiate issuance of two (2) turkey tags. In addition, the license document shall have space to record species, date and Parish of kill, for these eight (8) tags, and the Contractor shall provide reporting capabilities for this information through customer service phone representatives and the internet. The system shall also provide for persons who are exempt from purchasing annual licenses to get game tags. (See **Attachment VI** for estimated numbers.)

qq) The Contractor shall provide multiple lottery applications that provide tracking and random selections of applicants for hunting events in various wildlife management areas that are offered to the public by lottery selection.

rr) The license stock material shall meet or exceed the following requirements:

- Non-smearing and water resistant
- Capable of immersion in water
- UV-stabilized and able to survive a minimum of one-year in daylight
- Extremely tear and snag resistant and shall not propagate slits, cuts, holes or punctures
- Able to be signed with a ballpoint pen
- Highly resistant to human oils, animal blood, boat wax, salt spray and other chemicals
- Sized to fit easily in a wallet by folding to the size of a credit card - length to be determined by the number of licenses purchased by the customer.
- Pre-printed logo on front and text on the back.

ss) The Processing fee should be kept as low as possible (only adequate to cover the contractor's costs in electronically fulfilling the order) as to not make the fee a disincentive for customers to purchase their privileges via the Internet sales channels. "Processing fee" or other notation at the LDWF's discretion, shall be noted on the customer's receipt/invoice.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about February 1, 2017 for a three (3) year period. Upon agreement of the State and the Contractor, the term of the contract may be extended for (2) two additional (3) three-year periods and (1) one additional (1) one-year period. The State shall have the right to contract for up to a total of (10) ten years with the written concurrence of the Contractor and all appropriate approvals for the same terms, conditions, and prices.

2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the Price Schedule furnished herein on **Attachment III**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.4.1 Management, Planning and Design

A. Project Management

The Contractor shall provide a Project Manager throughout the project. This Project Manager shall serve as a single point of contact for the LDWF Project Manager. In addition, the Contractor's Project Manager shall be responsible for developing, revising and tracking a detailed Project Plan regarding every aspect of the project throughout its life cycle. The plan shall include the activities of any sub-Contractors used by the Contractor. The Project plan will remain current and its status shall be available to the LDWF Project Manager upon request.

B. Flexible Design

The design of the system shall be flexible in nature so that it can accommodate changes in privileges, business rules, laws, and technological changes without requiring major rewrites of the system. The Contractor shall be able to engineer a very flexible system that will accommodate configuration changes within minimum development time. The Contractor shall provide all changes that do not exceed the original scope of work and require forty (40) hours or less of development time at no additional cost to the State. This includes, but is not limited to, distributing any necessary changes to license vendor software and changes such as the cost of licenses, new privilege types, sale dates, etc., at no additional charge.

The Proposer shall explain how its design will meet these conditions of flexibility.

C. Timeline

The Proposer shall submit a timeline for the entire project.

D. Implementation Plans

The Contractor shall provide complete implementation plans. These include integration of the system with components of the State's current systems, installation, risk assessment, and transition to the new licensing system.

E. Design Document

The Contractor shall create a design document. This document will accurately translate and integrate LDWF business needs and requirements into the new licensing system, and will define the system layout and operational procedures, including but not limited to lists of all tables and fields along with a list of field definitions. The document will be reviewed by LDWF and is subject to LDWF's approval prior to its acceptance as a deliverable.

F. Project Updates

The Contractor shall report to LDWF progress updates both in written form and orally on a regularly scheduled basis as determined together by LDWF and the Contractor.

G. Transition Plan

The Contractor shall propose a strategy to migrate all license vendors from non-web POS terminal set devices to a web POS solution. The proposal should also include transition plans to move all license vendor from printing on waterproof licensing paper to regular 8x11 paper. This transition plan should be completed by the end of the third year of the contract.

2.4.2 Hardware and Software

The Contractor must provide the means to deliver services and operate the new licensing system as described herein. System services and operation shall be supported by suitable hardware and software systems designed to process license sales transactions and distribution of license proceeds, as well as to perform accounting and management activities.

The Contractor shall provide all software application(s) and supporting hardware to manage and issue licensing system services and operations in exchange for a per privilege fee on the sale of licenses. This includes deployment and maintenance of Contractor owned POS terminals, peripherals, and supplies such as license stock and printer ribbons; maintenance and support of software application(s) and supporting hardware.

License vendors who opt to utilize an Internet connection will be required to provide a PC that meets specifications outlined by the Proposer and broadband Internet connection. The Proposer shall provide PC specifications and broadband internet connection requirements in the Proposal Response. The Contractor shall provide printers, cables and supplies for vendors who opt to use a PC connection.

A. Processing and Database Servers

Suitable computers and storage devices will process and record license sales and accounting transactions. These devices shall deliver performance that allows transactions to be conducted timely and within the confines of LDWF business rules.

B. Telecommunications

The Contractor shall provide all telecommunications connections (except for those license vendors who opt to utilize an internet connection who will be required to provide a PC that meets specifications outlined by the Contractor and broadband Internet connection), hardware, services, and support required to fulfill the Contract. The Contractor shall provide an effective and reliable means to support communications between all processes and components of the licensing system. The Contractor's telecommunications system will be affected by several methods of operation, business practices, and customer behavior. Four (4) distinct front-end processes must be able to access the host system quickly and reliably: 1.) POS terminals at license vendors' locations, 2.) PC's at LDWF and license vendor locations, 3.) mobile, and 4.) Internet users. LDWF shall also have fast and easy access to the database.

C. Point of Sale System

The Contractor shall provide programming/software for a POS system including approximately 950 POS terminals supporting the LDWF and license vendor locations for this licensing system. At least one (1) Point of Sale terminal will be available at each license vendor location.

The Contractor shall also provide programming/software for a POS system in the LDWF offices that must run on existing PCs with existing Internet access through LDWF and for larger "chain-stores" and other license vendors who opt to provide a PC and broadband Internet connection (estimated to be 400).

D. System Software

The Contractor shall provide and maintain all system software capable of supporting LDWF licensing transactions. The system software shall support the overall licensing system architecture. This support extends to the reliable and robust systems, file export capabilities for LDWF subsystems, and the support of backup operations.

The Contractor shall provide applications software specific to the sale and accounting of licenses as well as all support functions associated with the system. This includes system management, maintenance functions, and interfaces.

2.4.3 Pre-Operational Services

Certain services shall be required to be performed by the Contractor prior to full implementation of the licensing system. These services are integral to the development and operation of the new system and will support a successful implementation.

The following are descriptions of the activities the Contractor shall be required to perform **prior** to system implementation.

A. Data Conversion

The Contractor shall convert all existing data used in the current automated system to pre-populate the new system's database.

B. Testing

The Contractor shall successfully test the licensing system in its entirety, and as components are developed prior to placing them into production. All software modules, interfaces, system features and functions, and/or any other subsystem provided by the Contractor shall be thoroughly and satisfactorily tested to demonstrate proper operability to the satisfaction of LDWF and OTS before LDWF and OTS will certify that it is acceptable and ready to be put into production. Test plans and procedures for all subsystems shall be delivered to LDWF for review, comment, and approval. At the completion of testing for each subsystem, the Contractor shall provide a test report for LDWF and OTS review and approval.

The Contractor shall also provide an integrated test facility that is available to LDWF staff to test the Contractor's programming/implementation of business rules. This test facility should have the ability to use actual production data in terms of functionality, size and complexity of data sets and should be secured as if in production.

C. Training

The Contractor shall provide user training for license vendors, including a training manual, and for LDWF administrative personnel at various levels of operation and management, in the use of the licensing system. LDWF personnel shall be trained to use the PC subsystem and to manage and maintain the parts of the system they will be responsible for, as well as running reports and performing test procedures. License vendors and LDWF licensing staff shall be trained one-on-one via phone and/or online to use POS terminals.

D. Pilots

Each of the methods that shall be used to sell licenses (traditional POS, PC, Internet, and Mobile) in the new system shall be successfully piloted for 30 days prior to moving those operations into production. The POS systems shall be piloted through a limited number of terminals installed at locations meeting certain criteria across the State. The Internet sale systems shall be piloted by providing services through controlled or managed access.

2.4.4 Production Services

The licensing system includes services that shall be performed throughout the life of its operation.

A. POS and Internet Sales and Support

The Contractor shall provide all services and support for the POS sales components, Internet sales, and mobile sales component of the licensing system. This includes user access 24 X 7 X 365, prompt transaction processing and delivery of the correct license, permit, tags or registration.

Every completed transaction shall result in the delivery of the correct license, permit, tags or registration; and all data resulting from each completed transaction will be collected, securely stored and made available to the State.

B. Automated Clearing House (ACH)

License vendors collect proceeds from the sale of licenses and deposit these funds into an account. All funds collected on behalf of LDWF shall be paid to the State by ACH debit on a weekly basis.

The Contractor shall provide for the collection of proceeds from each of the vendors' banks and for their electronic deposit into the appropriate State account.

License vendors that are members of a retail chain with numerous locations need to be able to manage their locations centrally or individually at their option. This includes providing consolidated invoices in the form of a report.

The ACH sweeps for retail chains shall be set up so that they can optionally sweep each location or perform one (1) sweep for all locations.

C. Reports

The Contractor shall provide reports to license vendors and LDWF and shall support the capability for LDWF and the license vendors to provide reports throughout the contract period. This includes providing the data necessary for the LDWF, license vendors, and the Contractor to create these reports. The Contractor shall also provide LDWF with system reports while the system is in production, including but not limited to: vendor account balance, statistical reporting by license year, fiscal year and Parish, ACH report of all vendor accounts affected with appropriate funding distribution, report of all license vendors with open/closed/locked status, etc., and project management reports. Accounting type reports shall be reconcilable to the data set that resides at LDWF and to the deposits to the State Treasury (See **Attachment V Reports Summary**).

D. Data Access

All data resulting from each completed transaction shall be collected, securely stored and made available to LDWF.

The Contractor shall meet LDWF needs for data extracts, ad hoc reporting, and real-time license checks. Data extracts and ad hoc reporting are not required to be against real-time data, but the data must be refreshed at least daily. The Contractor shall provide adequate security levels and tracking of access to the system, including "read-only", and multi-level user authority to all types of data captured by the system. User access/authority data shall provide the names of authorized users, dates that the access was granted/revoked, level of access (read only, modify/delete/add records, etc.), whether the individual is an LDWF or Contractor employee, and tracking of user access including user name and updates, level of access, and changes/updates made to all records.

E. Training

The Contractor shall maintain and support training modules for license vendors and LDWF staff learning to operate POS terminals or PC based systems. All training documents, including videos and other media, shall be approved by LDWF and must be kept current and maintained throughout the contract period.

The Contractor shall be responsible for training new license vendors and for providing refresher services to existing license vendors in the operation of the system and a POS system and a POS or PC terminal via phone and/or online after the system is fully implemented.

F. License Vendor Support

The Contractor shall support license vendors and LDWF staff offices that use the POS terminal system or PC terminal system. They are the primary channels for LDWF license sales and the Contractor shall provide them with the following:

- 1) Terminal Supplies- the Contractor shall provide license vendors and LDWF offices with all licensing supplies at no cost to the license vendor or the State.
- 2) Technical Help Desk- the Contractor shall provide comprehensive technical help desk services to license vendors 24 X 7 X 365 including State holidays, at no additional cost.

G. Information Assistance and System Help Desk

1) Customer Assistance

The Contractor shall develop and maintain help text with hyperlink access throughout the Internet-based sales site. This help text shall contain information and instructions regarding provided services, access to these services, navigation through the site, and other useful information.

For easy access and user-friendly operations, the site shall also contain links to other LDWF maintained internet pages describing hunting and fishing information.

The Contractor shall provide customer assistance through a toll-free help line by which a customer service representative can assist the customer directly.

2) System Help Desk

The Contractor shall provide help desk services to State staff regarding all aspects of the licensing system. Contractor personnel shall be available during business hours, including State holidays, for these services.

2.4.5 Reliability and Availability

The following are the reliability requirements for the entire system, including POS Terminals, PC Terminals, Internet site, mobile and phone access:

1) Reliability

The Contractor's server system and network shall be available 24 hours a day, 365 days a year, including State holidays, for the sale and recording of sales of licenses, except during scheduled system maintenance as outlined below:

- The Contractor system and network shall be 99.7% available for purchase transactions 365 days a year, including State holidays, with the exception of approved schedule system maintenance. The maximum time for any single outage should be no longer than (15) fifteen minutes. The Contractor shall notify the LDWF immediately whenever any single outage lasts or is anticipated to last for a period of time greater than fifteen (15) minutes within any given twenty-four (24) hour period and shall provide an explanation of the problem causing the outage and provide an estimate of when the system will be back on-line.
- Routine maintenance of the Contractor Server for LDWF shall be performed between the hours of 1:00 a.m. and 4:00 a.m. Central Time, shall be coordinated and approved with LDWF, and shall be completed within one (1) hour under normal conditions.

2) Equipment Repair time.

In the event that a POS terminal or printer must be repaired, the Contractor shall be able to perform diagnostics and software fixes remotely. Such diagnostics and repairs or the decision to replace the equipment shall be completed within fifteen (15) minutes, 90% of the time. In the event that a terminal or printer must be replaced, the replacement shall occur based on the following schedule:

- All requests received by the Contractor before 4:00 p.m. Central Time, Monday thru Friday, including State holidays, shall ship same day, for delivery the next business day.
- All requests received by the Contractor after 4:00 p.m. Central Time, Monday thru Thursday, including State holidays, shall ship the following day for delivery the next business day.
- All requests received by the Contractor after 4:00 p.m. Central Time, Friday afternoon, Saturday, and Sunday, including State holidays, shall ship Monday for Tuesday delivery.

3) Accuracy

Financial accuracy throughout the system shall be to the nearest penny. Counts and sums of licenses, customers, transactions, etc. shall be precise to the whole number.

2.4.6 Change Management

The Contractor shall engineer a very flexible system that shall accommodate configuration changes within minimum development time. The Contractor shall provide all changes that do not exceed the original scope of work and require forty (40) hours or less of development time at no additional cost to the State. This includes, but is not limited to, distributing any necessary changes to license vendor software and changes such as the costs of licenses, new privilege types, sale dates, etc., at no additional charge.

The Contractor is responsible for implementing documented change management and version control for all processes and procedure changes to the system.

2.4.7 Maintenance

The licensing system components shall be owned and operated by the Contractor, general and specific maintenance to the system and its components shall be required as needed and on a scheduled basis. The following are descriptions of the maintenance of specific components and services that the Contractor must provide during the term of the contract. Such services shall be available for equipment owned by the Contractor.

- The Contractor shall maintain all POS terminals and printers, as well as front and back-end hardware and software components of the system, including telecommunications components, all interfaces, infrastructure, programming, documentation, licensing and system support processes, financial and accounting processes, and helpdesk operations. All of these shall be kept operational to meet all specifications and requirements as described in this RFP.
- The Contractor shall perform services to maintain and keep current all POS terminals and POS software and licensing internet site, and shall maintain and keep current all call center hardware, software and other associated systems.
- The Contractor shall maintain and keep current all features, functions and aspects of license accounting and financial services.

2.4.8 Annual Business Continuity Plan

The Contractor shall develop a Business Continuity Plan that provides at a minimum the following: Proposer should describe this plan in their proposal.

- Actions to be taken before, during and after a disaster.
- Description of data recovery.
- Description of disaster recovery.
- Description of how escalation of disaster recovery actions will occur and the process for notification of disruption.
- Description of cut-over procedures to recover servers and timeframe to recover the system to a usable condition.
- Description of procedures to be implemented in case of an extended disaster or outage.

- Documented testing procedure which, when followed, shall ensure the availability of critical resources and facilities that maintain the continuity of operations in a disaster situation.
- Documented testing results.
- Offsite backups performed daily.

The Contractor shall provide to the Agency any updates or changes to the plan annually, and annual testing results.

2.4.9 Confidentiality and Privacy

The following are the security and privacy requirements for vendor features and LDWF users of the system:

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Division of Administration and the Louisiana Department of Wildlife and Fisheries.

1) Confidentiality of Data

All data received by Contractor, its agents, or subcontractors, in connection with, or as a result of the contract shall be the exclusive property of LDWF. All such data shall be maintained in strict confidentiality and shall not be disclosed, shared, or used except in strict compliance with the contract or with the prior express written permission of LDWF. Contractor shall be responsible for the actions of its agents and subcontractors and shall take all steps necessary to ensure that all agents or subcontractors of Contractor treat data pertaining to, or obtained in connection with the contract as strictly proprietary and confidential.

All such data is to be used solely and exclusively for implementation and operation of LDWF's Point of Sale licensing system. Prior, express written permission from LDWF is required for use of data for any other purpose including, but not limited to, use of such material as training or demonstration materials.

2) Data Repository Facilities

The Contractor's system shall be housed in a secure facility that is protected against physical damage due to fire, earthquakes, explosions, water, and other occurrences.

Access to the Contractor's facilities shall be limited to authorized personnel who require access as part of their job duties. The LDWF shall be able to view, upon demand, a list of the Contractor's employees with access to the data center.

All data collected shall be replicated in real-time and stored off-line daily in a separate, secure facility as a backup. The location of the secondary database must be, at a minimum, 100 miles from the primary data center.

The Contractor shall allow access to the data center at any time for inspection by authorized State employees with twenty-four (24) hours advance notice.

All data repository facilities, hardware, and software shall be located in the continental United States.

3) Access to the System

License vendors that are users of POS terminals and all LDWF personnel who directly access the Contractor server shall be authenticated with a username and password logon.

The Contractor's system shall allow LDWF to maintain the access privileges of those who have access to various system resources and capabilities.

When access by dial-up phone number is the method used for Terminal connection to the Contractor's server, the phone number shall not be accessible to counter-based license vendors, users, or the public. The phone number(s) shall be kept secure and private to all except those at LDWF who have an absolute "need to know" and those who are authorized in writing by LDWF.

The Contractor shall have the ability to change the dial-up phone number remotely.

The Contractor shall ensure that all system software on the POS terminals and the central server is maintained free of "viruses," "worms," and other malicious software.

The Internet site and Contractor servers shall employ reliable, state-of-the-art technology for resisting denial-of-service and other hostile attacks.

The Contractor shall maintain a detailed schematic of the architecture of the Contractor's system and provide the OTS Project Management Office with a new schematic each time the architecture changes.

2.4.10 Auditing

1) Annual Audit Requirements

The Contractor shall submit annually to the LDWF a financial statement audit along with a "report on controls placed in operation and tests of operating effectiveness" in accordance with SSAE 16 or similar third party assurance report by December 31 each year that the contract is in effect. The audit firm performing the third party review must be approved by LDWF prior to audit.

2) Proper Accounting

For auditing purposes, the Contractor shall ensure that each and every transaction captured in whole or in part (including voided, incomplete, partial, or reversed transactions) that flows through the Contractor's system is assigned a sequential and unique transaction number. These transaction numbers shall be available in the Contractor's database and accessible by LDWF. The report shall be customizable to, at a minimum, show only certain vendors, time periods, or sales channels.

3) Audit

In order to ensure the proper operation of the Integrated Electronic Licensing System, the State may periodically audit the Contractor's operations. For the audit, the Contractor shall provide full and unrestricted access to all paper and electronic records related to the Contractor's operation

of Louisiana's system. The audit may include an unannounced site visit to the Contractors operations center.

2.4.11 Contract Transition

The Contractor awarded a contract as a result of this RFP shall agree to work with the existing Contractor to transition the system.

Likewise, it shall be incumbent upon the awarded Contractor, at the expiration or termination of the contract, to continue services to transition to a new system, until new services are completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Contractor shall be reimbursed for services during the transitional period at the current contract rates.

2.5 Location

The Contractor, its Data Center and Infrastructure shall not be located outside of the United States. The location(s) the work/delivery/service is to be performed, completed and managed shall be located throughout the State of Louisiana.

2.6 Proposal Elements

2.6.1 Financial

Proposal shall include prices per the schedule furnished in **Attachment III**, Price Schedule.

2.6.2 Technical Requirements

Each Proposer shall address how they will meet all requirements of this RFP, with particular attention to the following:

- Plans and schedule for implementation including description of pilot program for testing orientation, installation, etc. Including deployment of equipment and supplies, vendor training, agency training, etc. Include a timeline.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three (3) States, Government Agencies, or Private Firms for whom similar or larger scope services are currently being provided. These project references must be for projects completed within the past five (5) years previous to the publication date of this RFP or for current engagements as the primary provider of similar or larger scope services. Include customer name, contact person, phone number and e-mail address for each reference. Also provide type/description of system solution provided.

- Information regarding the company's last security audit, to include a Statement on Standards for Attestation Engagements No. 16 (SSAE 16).
- Provide information demonstrating financial stability, including the three (3) previous years of audited or reviewed financial statements, annual reports.
- Demonstrate how the system is designed to ensure it is accurate, easy and productive to use and maintain, and will achieve a high rate of acceptance from vendors and customers.
- Explain in detail how contractor plans to train license vendors. This includes setup and use of equipment, any training manuals that will be provided, on-site training, etc.
- Shall provide samples of license stock that is being proposed for this project.
- Disclose in detail if, at any time during the previous three (3) years, the Proposer or any related entity has failed to perform under, breached or terminated a contract which provides for similar services or for which Proposer or any related entity has been assessed liquidated damages for non-performance of contractual obligations.
- Describe plans for providing for customer service, including personnel assigned, toll-free number, account inquiry, help desk, license fulfillment, providing license stock and ribbons to license vendors, etc.
- Explain experience and technical capabilities in sufficient detail to clearly demonstrate ability to successfully meet the minimum requirements of this RFP, as evidenced by the successful completion and operation of comprehensive electronic hunting and fishing license projects of like quantity and complexity.
- Describe in detail the technology that Proposer intends to employ including POS terminals, mobile technologies, web POS, etc.
- Demonstrate understanding of the nature and scope of this project by affirmatively demonstrating experience and/or capabilities concerning the following:
 - a) Integrated system projects where Proposer has been responsible for managing, implementing and maintaining hunting and fishing license systems transmitting data from geographically diverse locations.
 - b) Telecommunication capabilities involving the capture and transmission of data, and the protection of data and the system.
 - c) Transition of systems operation and control from the client's staff, facilities, operations and control to your staff, facilities, operations and control at the beginning of a project, and the reverse at the end of a project.
 - d) Protection and security of transactions and databases.
 - e) Developing software for relational data base systems, and operating and managing computer systems.

- Describe in detail:
 - a) How the proposed system shall use on-line “real time” telecommunications.
 - b) How the proposed system shall capture and verify data.
 - c) How the proposed system shall protect and secure all transactions and databases.
 - d) How the proposed system shall have on-going maintenance and how the proposed system will remain operational and available with downtime kept to a minimum.
 - e) How the information developed and stored on the proposed database shall be accessed by the agency and transferred to agency database(s).
 - f) How the Contractor shall provide training to the agency staff in operations support, development, and administration, in regards to the proposed system.
 - g) How the Contractor shall function as a single point of contact with the State, regardless of any subcontract arrangements.
- Explain how testing the functionality of the system shall occur prior to implementation and for any changes made to the system throughout the term of the contract.
- Provide the location(s) from which the services shall be performed (i.e. customer service, help desk, license and equipment fulfillment, etc.).
- Explain in detail how the proposed system would handle change management, whether due to implementation of new State or Federal law, rule or regulation, change in Agency policy or otherwise, including adding privileges, opening and closing privileges.
- Explain in detail how the Proposer shall provide for additional equipment and support for license vendors who desire additional equipment. Currently the State has approximately 1000 terminals, including approximately 600 traditional POS terminal devices and 400 web POS terminals.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

2.6.3 Functional Requirements

A. Proposer’s Stability, Experience and Qualifications

Proposer should demonstrate financial and management stability, recent experience in similar successful projects, and a record of long-term success which shall warrant proven reliance to fulfill the goals of the project. Proposer should clearly show hands-on operational experience of a real-time hunting and fishing license issuance system with store-and-forward backup, as well as experience with Internet sales, mobile sales, support and other services required in this RFP.

B. Proposer's Understanding of the Project

The written proposal should indicate that the Proposer understands the goals of the project. The proposal should be comprehensive and thorough, demonstrating an understanding of the project objectives and critical success factors. Proposal should clearly show how each LDWF requirement shall be met.

C. Technological Solution and Approach

The written proposal should indicate that the proposed systems hardware and software systems have ability to ensure the implementation of a system that shall be suitably reliable as a mission critical, high profile operation. Components and methodologies shall have ability to satisfy system requirements and their apparent reliability and robustness. In addition, the system shall have utility and flexibility of back-office operations, speed, ease of use, accounting accuracy, reporting, data quality, integrity, reliability and security. Demonstrated success in the industry and best practices should be identified in the Proposal.

D. Project Implementation

Proposed project planning, design, and implementation should be identified in the proposal for methods proposed to ensure the success of the POS system. Plan descriptions should be proposed to identify the suitability of the size and nature of the project and the thoroughness with which the plans address management, risk, implementation, design issues, and successful transition of the Agency's current system to proposed system, as well as LDWF goals and concerns.

Project update methods shall be based on the Proposer's descriptions of those methods and the conveyed understanding of appropriate use of those methods and their apparent effectiveness.

E. License Vendor Point of Sale Hardware, Stock and Support Services

The Proposer shall provide information regarding terminal, paper stock, training, telephone support, and other related services that should be reliable, user friendly, and proven successful in the issuance of hunting and fishing licenses.

2.6.4 Project Requirements

Project Management

The project management techniques shall be evaluated based on the ability of the Proposer's methods to coordinate and complete the project successfully and on time. The transition from the current system and pilot project descriptions shall be evaluated on their design and methodology, integration with LDWF business operations, project design, and methods used to ensure sound design, system testing, and successful implementation.

2.6.5 Innovative Concepts

Each Proposer should address innovative concepts, if any, and how they would be met.

LDWF is interested in future capabilities which involves the following:

- Availability for a full self-service with printed license Kiosk in several Vendor locations. The Contractor shall maintain technical support and all associated maintenance.
- An application to handle the sale of commercial fishing licenses and other type of commercial licenses such as Game Breeder in Louisiana. This application would need an extensive accounting system and accept payment types such as cash, credit card, money orders, and cashier checks. All historical data from existing system shall be preserved and retrievable via the new application.
- An application to handle the registration of motorboats, renewing boat registrations, and transferring of boats. The system shall be able to issue boat certificates and titles. All historical data from the existing system shall be preserved and retrievable via the new application.
- An application to handle issuing of an Offshore Landing Permit. The issuance of this permit is available at no cost to the permittee. All historical data from the existing system shall be preserved and retrievable via the new application.
- Develop a mobile application for use on IOS and Android devices for use by the public to “check in” and “check out” of Wildlife Management Areas (WMA) in the State of Louisiana. Citizens shall “check in” when arriving at a public WMA and “check out” when leaving. They shall also report the activities performed each day while at the WMA. The applications shall be accessible via a website for non-mobile device users.

2.6.6 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:
<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:
<https://wwwdcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

EVALUATION CRITERIA	POSSIBLE SCORE
<i>Company Background and Experience (Section 3.2)</i>	125
<i>Service and Support Requirements (Section 3.2)</i>	125
<i>Implementation/Orientation Plan (Section 3.2)</i>	50
<i>Cost (Section 3.1)</i>	150
<i>Hudson/Veteran Small Entrepreneurship Program (Section 3.2.1)</i>	50
TOTAL POSSIBLE SCORE	500

NOTE: A minimum score of 200 points for the total of these three (3) sections (Company Background and Experience / Service and Support Requirements / Implementation/Orientation Plan) must be obtained for a Proposal to be considered acceptable for contract award. Any Proposal failing to receive the minimum score of 200 points for Company Background and Experience / Service and Support Requirements / Implementation/Orientation Plan will not be evaluated further and will be ineligible for award.

The Proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Financial Proposal – 150 points

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “**COST PROPOSAL**”.

The cost evaluation score will be based on the total of the Unit Price of the Per-privilege fee and the Unit Price of the Processing fee paid by Customer - Internet sales.

The following financial criteria will be evaluated:

Prices proposed by the Proposers shall be submitted on the Price Schedule furnished in **Attachment III**. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided in **Attachment III** and computed as follows:

$$BCS = (LPC/PC \times 150)$$

Where: BCS = Computed cost score (points) for Proposer being evaluated
 LPC = Lowest proposed cost of all Proposers
 PC = Total cost of Proposer being evaluated

3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- **Company Background and Experience (125 points)** – Proposer shall include information required per this RFP which will support financial strength and stability, experience with related services and products, existing customer satisfaction, demonstrated technical support, etc. Experience will be key evaluation criteria. Proposer shall list all relevant work experience and qualifications of the Proposer, proposed staff, and subcontractors relevant to this RFP. The Proposer shall list at least three (3) references with names and phone numbers of contact persons. These references shall be of sufficient size, complexity, and similarity to this proposal to allow judgment on the Proposer's ability to implement its proposal. The references of the Proposer and subcontractors may be researched. Additionally, the Proposer's past performance with State of Louisiana may be used in the evaluation process.
- **Service and Support Requirements (125 points)** – The information submitted for review shall include an overview of the project requirements detailing the Proposer's understanding of and approach to the project and how each element of the Scope of Services will be accomplished. Any work to be performed by subcontractors shall also be identified. Other resources required per this RFP shall be addressed here including committed financial and personnel resources, other available service requirements such as Proposer's quality assurance plan, proposers reporting and billing capabilities, emergency service, complaint handling, innovative concepts, and support, etc.
- **Implementation/Orientation Plan (50 points)** – Proposer shall submit a schedule and method of implementation of the services required by this RFP. The Proposer shall detail how the project will be accomplished including schedules, Gantt charts, deliverables, quality assurance, etc. Include any other information deemed necessary by the Proposers for successful contract start-up and monitoring.

3.2.1 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation - 50 points

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points.
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship(s) to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship(s) to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If the Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Response Time at Vendor Location- After completion of the required purchase information, the time to *validate* a purchase and display a "completion" which is an acknowledgement of success, shall be eight (8) seconds or less for 90% of the time, and within twelve (12) seconds 100% of the time, except when the system is down or is unavailable for reasons beyond the Contractor's control, or during authorized maintenance windows. This excludes operator input time before issuing the transmit request and includes the time to establish the connection after issuing the transmit request. These response times shall be measured at the native connection speed of the license vendor terminal provided by the Contractor.

Internet Response Time - After loading the initial page and filling in the required purchase information, the time to validate a purchase and display a "completion" which is an acknowledgement of success, shall be eight (8) seconds or less for 90% of the time, and within fifteen (15) seconds 100% of the time, except when the system is down or is unavailable for reasons beyond the Contractor's control, or during authorized maintenance windows. These response time measures shall be timed at 28k connection speed or better.

Number of Terminals - The system shall be able to accommodate the maximum number of terminals (currently the number of terminals is approximately 1000), needed by the State. The overall performance of the system shall meet the guidelines listed below assuming the maximum number of terminals have been installed and are in use.

Number of Transactions and Throughput - The system shall have the ability to support the sale of up to 2.6 million privileges per year. The system shall have the ability to support the maximum anticipated number of transactions during peak periods of use in Louisiana.

Number of Customer Records -The system shall be able to support the maximum number of customer records converted and generated from the sale of approximately 2.6 million privileges per year.

4.2 Performance Measurement/Evaluation

Contractor's performance shall be measured based on the requirements of this RFP, including but not limited to the following:

- Ability to maintain a database that shows the date and time of all user requests received by the system and the date and time of all responses by the system sent to the user.
- Ability to produce summary and statistical reports from the database.
- Monthly Transaction success rates (completed transactions and transaction failures).
- Percentage of Response Times greater than eight (8) seconds during each month.
- Percentage of downtime occurring each month.
- Timeliness and accuracy of each payment of funds collected for the Agency to the State.
- Accuracy of business rule implementation.
- Number of missing transactions.

- Accuracy of displayed information to reporting data.
- Timeliness of reporting ACH to LDWF and providing ACH file to state bank.
- Accuracy of data set provided to LDWF.
- Timeliness in resolving vendor issues (equipment and/or system malfunction).
- Availability of fully populated and functional test system.
- Tracking/communicating outstanding issues and resolutions thereof.
- Accountability of changes made to system programs and or data.
- Timely implementation of problem resolution (within 24 hours of notification for critical issues).
- Availability of contractor staff when needed by LDWF.
- Timeliness of reporting (i.e. system failures, ACH, HIP, monthly data set, etc.)
- Ability to apply standard accounting principles in all reporting and accounting.
- Ability to utilize existing customer records and avoid creating duplicate records.
- Meeting contract timelines.
- Timely implementation of documented change requests.
- Auditability of transactions.
- Security of system/adequately tracking of who has access to system, when access is granted and/or disallowed.
- Accuracy of reports.
- Documenting authority to change, and actual changes made to system programs or data.
- Timeliness of providing data to LDWF.
- Timeliness of loading data provided by LDWF.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's Response shall be valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.
5. If the contract negotiation period exceeds thirty (30) days of if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133). (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA
PARISH OF _____

File No. _____
Solicitation No. _____

(NAME OF CONTRACT)

1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the *(Agency Name)* (hereinafter sometimes referred to as "State") and *(Contractor's name and legal address including zip code)* (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

2.1. PERFORMANCE REQUIREMENTS

2.3. PERFORMANCE MEASUREMENT/EVALUATION

2.4. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of this contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

4. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

5. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

6. PAYMENT TERMS

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in this Contract.

7. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

8. DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

9. TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all State and local sales and use taxes.

10. TERMINATION

10.1. TERMINATION OF THIS CONTRACT FOR CAUSE

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this contract.

12. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

14. WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

This paragraph may only apply when software is involved.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

16. INSURANCE AND BONDS

16.1. INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) _____ of the RFP)*. The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

16.2. PERFORMANCE BOND

Contractor shall provide a Performance Bond (Surety Bond) in the amount of _____ dollars (\$_____) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

16.3. FIDELITY BOND

The Contractor shall be required to provide a Fidelity Bond in the amount of \$_____ to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of _____ shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

17. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

19. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

21. ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

22. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

23. CONFIDENTIALITY

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the

paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

25. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

27. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

28. COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

29. SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

30. TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

31. COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

32. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

33. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

34. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

35. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

36. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

37. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

38. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

39. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

40. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

41. INDEPENDENT ASSURANCES

The State of Louisiana/(*Insert agency name*) will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for the user agency is operating properly. The assurances provided by the Contractor may be in the form of SOC reports resulting from independent SSAE 16 reviews of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), and other internal project/program reviews and audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 16 review or audit is required of the Contractor, the audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 16 audit is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

42. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

43. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this ____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this _____ day of _____, 20____, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____
Title: _____

Phone No.: _____

Approved by:

Director of State Procurement

Date: _____

ATTACHMENT III: PRICE SCHEDULE

	<u>Unit</u>	<u>Estimated Annual Qty.</u>	<u>Unit Price</u>	<u>Extended Amount</u>
Per-privilege fee	each	2,600,000	_____	_____
Hourly rate for Additional development	hour	100	_____	_____
Processing fee paid by Customer- Internet sales	each	151,000	_____	_____

***The cost evaluation score will be based on the total of the Unit price of the Per-privilege fee and the Unit Price of the Processing fee paid by Customer- Internet sales from above.**

***Estimated Annual Quantity number is based on all privileges from license year 2015 and is for informational purposes only.**

ATTACHMENT IV: 3 YEAR AVERAGE SALES BY PRIVILEGE TYPE

License Year (LY) 2013-2015

Privilege Type	Description of License	LY13- LY15	Comments
		Average Number Sold	
07	Res Rec Crawfish Traps 35	1612	
08	NR Rec Crawfish Traps 35	32	
09	HIP Certification	217,797	
10	Res/NR Military Fishing	7,480	Military ID required at time of purchase
11	Res/NR Military Saltwater	3,725	
12	Res/NR Military Hunting	2,078	Military ID required at time of purchase
13	Res/NR Military Big Game	1,486	
14	Res/NR Military Bow	511	
15	Res/NR Mil Primitive Firearms	163	
16	Res/NR Military Duck	724	
17	Res/NR Military Turkey	280	
18	LA Native Hunt 5 Day	4,510	
19	LA Native Big Game 5 Day	2,502	
20	LA Native Bow 5 Day	159	
21	LA Native Primitive Firearms 5 Day	106	
22	LA Native Turkey 5 Day	90	
23	LA Native Duck 5 Day	1,430	
24	Resident Basic Fish	419,453	
25	NR Fish Season	26,495	
27	Resident Saltwater	266,457	

Privilege Type	Description of License	LY13- LY15	Comments
		Average Number Sold	
28	Resident Basic Hunt	177,055	
29	NR Hunting Season	4,075	
31	Resident Big Game	63,276	
33	Resident Bow Hunting	31,344	
34	Res Trap-15 and Older	2,400	
35	NR Trapper	31	
36	WMA Hunting Permit	42,176	
38	NR Big Game Season	1,161	
42	Res LA Sports Paradise	6,195	
47	Res Hook and Line	6,247	
48	NR Salt Fish Season	22,173	Persons who reached age 60 on 6/1/2000 or later, required to purchase; persons who reached age 60 prior to 6/1/2000 must be allowed to purchase but not mandatory
49	Resident SR Hunt/Fish	103,408	
50	Res Trap-14 and Under	84	
51	NR Bow	304	
52	Resident Primitive Firearms	32,021	
53	NR Primitive Firearms	77	
54	Resident Duck	68,941	
55	NR Duck	3,345	
56	NR Char Skiff - 3 Day	2,678	
57	NR Fish Trip - 1 Day	81,086	
58	NR Salt Trip - 1 Day	58,354	
59	Res Rec Trawl to 25ft	466	

Privilege Type	Description of License	LY13- LY15	Comments
		Average Number Sold	
60	Lifetime Crawfish Traps	7	
61	Lifetime Crab Trap	56	
62	Lifetime Slat Trap	3	
63	Lifetime Trawl to 16ft	7	
64	Lifetime Trawl to 25ft	1	
65	Lifetime Oyster Tong	2	
66	Lifetime Wire Net	2	
67	Lifetime Pipes/Drums	1	
68	Lifetime Cans/Buckets	1	
69	Lifetime Hoop Nets	9	
73	Wild Louisiana Stamp	954	
75	NR Hunting Preserve	763	
76	LA Disabled Fishing	2,132	
77	LA Disabled Saltwater	1,416	
79	RS/NR Char Pass 3 Day	52,377	
80	Wild LA Stamp - 1 Day	2,354	
81	Res Wild Turkey	10,549	
82	NR Wild Turkey	127	
83	Res Rec Crab Trap- 10	6,189	
84	NR Rec Crab Trap-(10)	61	
85	Res Rec Slat Traps(5)	604	
86	NR Rec Slat Traps (5)	7	
87	Res Rec Trawl to 16ft	2,217	

Privilege Type	Description of License	LY13- LY15	Comments
		Average Number Sold	
88	NR Rec Trawl to 16 ft.	61	
89	Res Rec Oyster Tong	69	
90	NR Rec Oyster Tongs	3	
93	Res Rec Wire Nets (5)	1,190	
94	NR Rec Wire Nets (5)	5	
95	Res Rec Pipe/Drums(5)	162	
96	NR Rec Pipes/Drums (5)	7	
97	Res Rec Cans/Buck (5)	86	
98	NR Rec Cans/Buckets (5)	1	
101	Lifetime Combo 14+	1,569	
102	Lifetime Hunting 14+	208	
103	Lifetime Fishing 14+	209	
104	Lifetime Combo -14	1,102	
105	Lifetime Hunting -14	4	
106	Lifetime Fishing -14	28	
107	Lifetime NR Hunt/Fish	6	
108	Lifetime Infant Hunt/Fish	1,786	
111	Res Rec Hoop 5 Nets	2,656	
112	NR Rec Hoop 5 Nets	51	
113	Res Disabled Basic Hunt	1,591	
114	Res Disabled Big Game	1,495	
115	Res Disabled Bow	632	
116	NR Student Basic Fish	119	

Privilege Type	Description of License	LY13- LY15	Comments
		Average Number Sold	
117	NR Student Salt Fish	93	
118	NR Student Basic Hunt	94	
119	NR Student Big Game	60	
120	NR Student Bow	22	
121	NR Student Primitive Firearms	8	
122	NR Student Duck	78	
123	NR Student Turkey	24	
136	NR Deer 1 Day	5,096	
137	NR Turkey 1 Day	626	
139	NR Sm Gm/MigBird 1Day	20,206	
140	Res Disabled Primitive Firearms	770	
159	NR Rec Trawl to 25ft	11	
160	Hunters for the Hungry		New Privilege 12,184
161	Federal Duck Stamp		New Privilege 87,430
162	Res Native Retired Mil Hunt/Fish- Cert		New Privilege 102
163	Res/Native Retired Military Hunt/Fish		New Privilege 102
201	Res Facility Fish/Salt	73	
202	Lifetime Senior Combo	864	
203	Outdoor Press Fish 3 Day	18	
204	Outdoor Press Hunt 3 Day	8	
207	Substance Abuse Fishing	9	
208	Substance Abuse Saltwater	2	
220	Res LA Guard Hunt/Fish	76	

Privilege Type	Description of License	LY13- LY15	Comments
		Average Number Sold	
221	Lifetime NR Native Disabled Vet Combo	3	
901	Hunt/Fish-Disabled	5,263	
902	Fish/Saltwater - Disabled	394	
903	Hunt – Disabled	72	

ATTACHMENT V: REPORTS SUMMARY

License Sales/Revenue Reports

The Contractor shall provide the means to create, display, and print reports. The process and report layouts shall be approved by LDWF. All reports, unless otherwise noted, shall be screen reports with print capability. LDWF shall have the capability to grant and limit specific user access to the various reports. At a minimum, the following reports shall be provided:

- **Weekly ACH Activity Report**-by license vendor for the ACH period with license vendor number, license vendor name and ACH amount.
- **Weekly ACH Totals Report**- by license vendor, shall include creation date, creation time, ACH effective date, ACH period, number of vendors in total ACH, ACH debit amount, ACH credit amount, vendor number and name, ACH amount, fund breakdown by vendor, and total sales and fund breakdown for total ACH (this may include retry of failed ACH from a previous period).
- **Weekly Corporate ACH**-account transactions shall provide total ACH information by location for license vendor “chain” stores such as Wal-Mart and Academy.
- **Failed ACH Activity Report**-daily list of ACH failures, effective date of failure, reason for failure, and failure amount, identified by license vendors.
- **Monthly ACH and Non-ACH Deposit Report**-provides deposit information, including debit/credit memorandum numbers assigned by State Treasury and PIV numbers assigned by LDWF. This report is used to balance ACH sweeps and Non-ACH deposits for sales to deposits made to the State Treasury.
- **Monthly License Vendor Activity Report**-includes active license vendors at beginning of the month, vendors added during the month, and vendors closed during the month with numbers totaled. At a minimum, the report shall include license vendor number and name, open date and close date.
- **Monthly Inactive License Vendor Report**-includes vendors who have not sold during the month.
- **Report of Transferred Customer Accounts**-customer records that “combine” systematically. Report shall include customer information from both the **FROM** account and the **TO** account.
- **Daily License Sales Report**-includes license sales and voids by privilege type, by license vendor, and commission.

- **Fiscal Year (FY)/License Year (LY) Sales Report**-includes license sales by FY and License Year, by Parish or statewide, and license type. This report shall be available daily with totals through the prior dates of sales.
- **Exceptions Report**-provides customers who purchase resident privileges and do not have a valid Louisiana driver's license. The report shall include name, Customer ID#, amount spent, all address information, and other customer information.
- **Detailed Sales Report**-daily/date range report of sales with detail, by license vendor.
- **Daily Lifetime License Detail Sales Report**-includes sales and deposit breakdown for Lifetime Licenses.
- **Daily Lifetime Print/Reprint File(s)**-file of Lifetime licenses ready to be printed.
- **Annual Report of Total License Sales**- includes license sales by privilege type with funding breakdown
- **Daily report of sales through terminal(s)** - includes license sales and voids by privilege type, by license vendor, and commission sold using a terminal.
- **Report of Boats renewed**- includes identifying registration number, transaction/authorization number given at the time of sale, date/time of sale and fees collected.
- **Report of Commercial renewed**-includes identifying what licenses have been renewed by internet, license number, transaction/authorization number given at the time of sale, date/time of sale and fees collected.
- **Certified License record**-includes a list of all privileges/licenses that a customer holds with a begin date, end date and LDWF number.
- **Report of Harvest Detail & Summary Report for Deer & Turkey**- This report shall include the species harvested (deer/turkey) the license year, deer area, parish, weapon, kill begin and end dates.
- **Vendor Parish Sales Detail**-provides a listing of all sales and duplicates issued by parish and by privilege with the state amount, commission amount and total amount listed.
- **License Year Comparison**- a report that can compare sales between two (2) different licenses years.

- **Location Class Sales by Time Period report**-This report shall list the privileges, counts, and amount with a percentage total by Internet, vendor, Regional offices and Headquarters sales for a specific time period.

ATTACHMENT VI: LDWF TAGGING PROPOSAL ESTIMATED VOLUMES

Privilege Year 2015	License Type	# Sold 2015	Deer Tags	Turkey Tags
013	Res/NR Military Big Game	1478	1478	
017	Res/NR Military Turkey	292		292
019	LA Native Big Game 5 Day	2664	2664	
022	LA Native Turkey 5 Day	90		90
031	Resident Big Game	126653	126653	
038	NR Big Game Season	1247	1247	
042	Res LA Sports Paradise	6957	6957	6957
049	Resident SR Hunt/Fish	110370	110370	110370
081	Res Wild Turkey	10030		10030
082	NR Wild Turkey	137		137
114	Res Disabled Big Game	1487	1487	
119	NR Student Big Game	72	72	
123	NR Student Turkey	25		25
136	NR Deer 1 Day	5568	5568	
137	NR Turkey 1 Day	644		644
138	Youth Tags	22375	22375	22375
163	Res/Native Retired Military Hunt/Fish	102	102	102
204	Outdoor Press Hunt 3 Day	4	4	4
220	Res LA Guard Hunt/Fish	89	89	89
221	Lifetime NR Native Disabled Vet Combo	3	3	3
901	Hunt/Fish-Disabled	5767	5767	5767
903	Hunt - Disabled	89	89	89
TOTALS		296143	284925	157974
DUPLICATES				
Privilege Year 2015		2015		
99	Duplicates	28480		

Lifetime on Record

Privilege Year 2015	License Type	# Sold 2015	Total on Database
101	Lifetime Resident Combo Hunt & Fish	1728	44186
102	Lifetime Resident Hunting (14 and over)	185	10863
104	Lifetime Combo Hunting and Fishing (under 14)	1154	24338
105	Lifetime Resident Hunting (under 14)	19	695
107	Lifetime Non-Resident Combo Hunting and Fishing	3	138
108	Lifetime Infant Combo Hunt and Fish (0-4)	1920	19312
202	Lifetime Resident Senior Combo	942	7117
Totals		5951	106649

ATTACHMENT VII: Resident/Non-Resident Internet Sales 3-year Period

Resident and Non-Resident License Sales - Internet

License Years 2013-2015

<u>LICENSE YEAR</u>	<u>VENDOR ID</u>	<u>RESIDENT TYPE</u>	<u>TRANSACTIONS</u>	<u>LDWF</u>
2013	Internet	Non-Resident	49,896	\$1,375,215
2014	Internet	Non-Resident	55,028	\$1,551,661
2015	Internet	Non-Resident	47,749	\$1,411,079
		3-Yr. Avg.	50,891	\$1,445,985
2013	Internet	Resident	86,095	\$826,855
2014	Internet	Resident	84,201	\$809,967
2015	Internet	Resident	79,005	\$767,055
		3-Yr. Avg.	83,100	\$801,292

ATTACHMENT VIII: Insurance Requirements

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, shall be used in the policy. Claims-made form shall be unacceptable.

Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, shall be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies shall contain, or shall be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, shall be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to the Agency. Ten-day written notice of cancellation shall be acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates shall be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency shall reserve the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency shall reserve the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties shall hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties shall further agree that Contractor is a wholly independent contractor and shall be exclusively responsible for its employees, owners, and agents. Contractor shall hereby agree to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

**ATTACHMENT IX
ELECTRONIC VENDOR PAYMENT SOLUTION**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one the following three options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment Type	Will Accept	Already enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual